

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

SAVVIER, LP, a California Limited Partnership,

Plaintiff,

Civil No.: 04-CV-1007S

v.

WONDERFULBUYS.COM, an entity unknown,
conducting business in Batavia, New York;
YOUCANSAVE.COM, INC., a Corporation dba
YOUCANSAVE.COM, conducting business in
Batavia, New York; LEENA, INC., a Corporation;
GOOD WORLD CORPORATION, a Virginia
Corporation; and VEDANT RAJPUT, an individual,

Defendants.

**STIPULATION FOR PERMANENT INJUNCTION AND DISMISSAL BY AND
BETWEEN PLAINTIFF SAVVIER, LP AND DEFENDANTS
LEENA, INC. (INCLUDING ITS WONDERFULBUYS.COM AND
YOUCANSAVE.COM DIVISIONS) AND VEDANT RAJPUT**

STIPULATION made this 27th day of September, 2005, by and between Plaintiff Savvier, LP ("Savvier"), on the one hand, and Defendants Vedant Rajput ("Rajput") and Leena, Inc., including its wonderfulbuys.com and youcansave.com divisions ("Wonderfulbuys")¹.

WHEREAS on December 21, 2004, Savvier filed a lawsuit in the United States District Court, Western District of New York, against Wonderfulbuys, Rajput and others,

¹ The term "Defendants" collectively refers to Wonderfulbuys and Mr. Rajput personally, if and only if Mr. Rajput continues to be an officer of Wonderfulbuys or if, in the future, he is employed by or an officer of a company of which more than 10% is owned by Mr. Rajput or his family or family interests.

asserting claims for copyright infringement, false designation of origin, trade dress infringement, unfair competition, constructive trust and an accounting, concerning the alleged sale and distribution by Wonderfulbuys and others of certain fitness products (the "*6 Second Abs*"), bearing Case No. 04-CV-10075 (the "Complaint");

WHEREAS on February 15, 2005, Savvier filed an amended Complaint asserting an additional claim for patent infringement (the "Amended Complaint") against Wonderfulbuys, Rajput and others;

WHEREAS on May 2, 2005, Wonderfulbuys and Rajput filed an Amended Answer with Counterclaim seeking declaratory relief against Savvier;

WHEREAS, Defendants deny the allegations against them but, together with Plaintiff, desire to settle this action in an amicable fashion, without any admission of liability or wrongdoing, and therefore agree to enter into a Stipulation for entry of a Permanent Injunction, as follows:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Defendants, their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, be and hereby are permanently enjoined from:

A. Purchasing, advertising or selling any current Savvier products (i.e., *6 Second Abs*, *Body Flex*, *Zone Pilates*, *Gliding* and *Cross Crunch*);

B. Purchasing, advertising or selling any product to which Savvier acquires exclusive marketing rights in the future unless Defendants had purchased or sold such product before Savvier acquired such rights. In the event that Defendants had purchased or sold such product before Savvier acquired such rights, then Defendants may

continue to purchase, advertise and sell such product even after Savvier acquires such rights;

C. Purchasing, advertising or selling any re-named and improved product to which Savvier has exclusive marketing rights in the future even if Defendants had purchased, advertised or sold the original version of the product before Savvier acquired such rights; and

D. Purchasing, advertising or selling *Triple Strength Abs*.

2. Nothing herein shall prevent Defendants from engaging in lawful competitive advertising of Savvier's products or similar fair use, but Defendants will not use Savvier's trademarks as keywords or metatags.

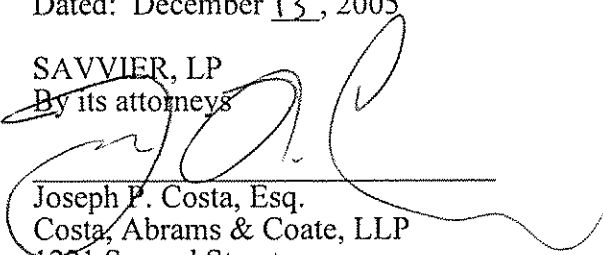
3. Each party to this Stipulation shall bear its own costs and attorneys' fees.

STIPULATION FOR DISMISSAL

The parties additionally hereby stipulate, pursuant to Fed.R.Civ.P. 41(a)(1), to the dismissal of all claims against all Parties with prejudice and without attorneys' fees or costs. The parties stipulate that Savvier will have leave to re-open this case as against Defendants if Wonderfulbuys does not make full payment of the settlement amount required by Paragraph 4.5 of the Settlement Agreement and Mutual Release of the parties.

Dated: December 13, 2005

SAVVIER, LP
By its attorneys



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Dated: December 15, 2005

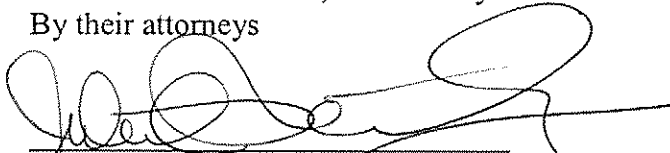
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Dated: December 13, 2005

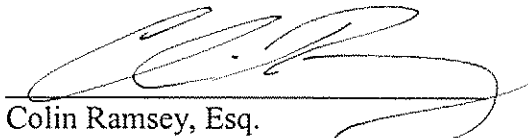
LEENA, INC., including its wonderfulbuys.com & youcansave.com divisions
& VEDANT RAJPUT, individually
By their attorneys



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